

1 otherwise meet the requirements of this Court's Judgment. The
2 Court subsequently entered an Order, dated May 6, 1991, which
3 incorporated the parties' stipulation and which permitted
4 modification of the Implementation Plan only with the approval of
5 the Court. The parties, with the approval of the Office of the
6 Monitor and subject to the approval of the Court, now adopt this
7 Stipulation on Exit Criteria and Disengagement. The parties agree
8 that as long as this Stipulation is in effect, it shall be the
9 exclusive method for assessing the defendants' performance, for
10 defining the defendants' obligations, and for determining
11 satisfaction of all remaining obligations in this action and full
12 and final satisfaction of the Judgment.

13 2. This Stipulation on Exit Criteria and Disengagement
14 defines the actions and requirements which the defendants must
15 complete and the services, supports, and benefits which must be
16 provided to classmembers in order for the defendants to fully
17 satisfy their obligations to classmembers under the Court's
18 Judgment and the Arizona Supreme Court's opinion in this case.
19 Those actions and requirements which are necessary to further
20 develop the existing community mental health system include, as
21 further described in this Stipulation: (1) the development of
22 community living arrangements and appropriate supports for many
23 individuals who are living in supervisory care or at ASH; (2) the
24 expansion of the crisis network in Maricopa County; (3) the
25 diversion of some classmembers prior to their incarceration in the
26 Maricopa County Jail and the provision of mental health services

1 for classmembers at the Jail; (4) the development of internal
2 quality management systems; and (5) the achievement of standards of
3 compliance with those regulatory requirements set forth in Appendix
4 C. This Stipulation also includes a process for judicial
5 disengagement which, if approved by the Court, will define the
6 method by which the Court will determine partial and full and final
7 satisfaction of the Judgment in this matter and will relinquish its
8 supervision over this case and over the mental health system in
9 Maricopa County.

10 3. Except where a different standard is explicitly set forth
11 in a particular paragraph herein and consistent with the provisions
12 of ¶53 of this Stipulation, the defendants will make reasonable
13 progress in implementing the provisions of the Stipulation on Exit
14 Criteria and Disengagement.¹ The parties further agree that
15 compliance with specific provisions of this Stipulation will result
16 in partial satisfaction of the Judgment and that compliance by both
17 of the defendants with all of these actions and requirements set
18 forth in this Stipulation will result in full and final
19 satisfaction of the Judgment in this lawsuit. The Court's Order
20 Approving Stipulation on the Implementation Plan, dated May 6,
21 1991, is vacated. Relevant provisions of the Implementation Plan,
22 as determined by the Court, may be reinstated as provided in ¶¶53
23 and 56.

24 _____
25 ¹ The parties understand that reasonable progress does not
26 require ADHS to develop a proportional amount each year of the new
services for residents of supervisory care homes required by ¶24.

1 4. The parties agree that the defendants have already
2 complied with the provisions of the Implementation Plan which are
3 identified in Appendix A and that a partial satisfaction of the
4 Judgment shall be entered with respect to these provisions pursuant
5 to Ariz. R. Civ. Pro. 60, if allowed by the Court. For the term of
6 this Stipulation, the defendants will use their best efforts to
7 maintain and continue the actions and procedures which led to their
8 compliance with the provisions listed in Appendix A.

9 5. The Department has incorporated an additional fifty-five
10 paragraphs of the Implementation Plan, as summarized in Appendix B,
11 into its administrative rules on client rights, individual service
12 planning, and grievance and investigation procedures, and has
13 complied with those provisions which require the promulgation of
14 rules. See Arizona Administrative Code, Title 9, Chapter 21,
15 Articles 2-4 (amended September 30, 1993. The Department has the
16 regulatory responsibility to ensure compliance with its rules. For
17 the term of this Stipulation, the Department will maintain these
18 rules in accordance with the Arizona Administrative Procedure Act,
19 A.R.S. §§41-1001 et seq and this paragraph. Notwithstanding
20 anything herein to the contrary, the Department may propose a
21 modification of its rules at any time provided that such
22 modifications do not impair the rights of classmembers or
23 substantially undermine the principles or the purposes of those
24 provisions of the Implementation Plan referenced in Appendix B,
25 unless agreed to by the Monitor. The Department will use its best
26 efforts to ensure, through the negotiation of the administrative

1 rulemaking process, that there are no modifications which would
2 impair the rights of classmembers or substantially undermine the
3 principles or the purposes of those provisions referenced in
4 Appendix B.

5 6. The parties understand and agree that the defendants are
6 responsible for taking all actions and fulfilling all requirements
7 of this Stipulation, whether they choose to do so directly or
8 through any third parties, agents, or designees. However, ADHS has
9 no obligation to take any action or fulfill any requirement of this
10 Stipulation which is solely the responsibility of the County.
11 Similarly, the County has no obligation to take any action or
12 fulfill any requirement of this Stipulation which is solely the
13 responsibility of ADHS.

14 7. Although the defendants have agreed as part of the
15 negotiation process, which was conducted under Ariz. R. Evid. 408,
16 to undertake certain actions, such agreement and this Stipulation
17 does not constitute an enlargement of the Judgment and
18 Implementation Plan nor an admission by any party of any matter.

19 **II. DEFINITIONS**

20 8. The following words shall have the following meanings:

21 (a) "ASH" means the Arizona State Hospital.

22 (b) "Appropriate supports" means case management, crisis
23 intervention, respite services, meaningful day activity
24 and/or supported employment services, and other support
25 services for each classmember who moves from ASH or a
26 supervisory care home to a community living arrangement.

1 (c) "Classmember" means a person who:

2 (1) is a resident of Maricopa County,

3 (2) is indigent,

4 (3) is seriously mentally ill, and

5 (4) would reasonably benefit from appropriate
6 behavioral health treatment due to his or her
7 mental illness.

8 (d) "Community living arrangement" means an array of
9 flexible housing options with supports necessary to
10 provide a classmember who moves from ASH or a supervisory
11 care home with appropriate services in the most normal
12 and least restrictive setting, consistent with the
13 individual's needs and preferences and without which the
14 classmember would not be able to move appropriately from
15 ASH or a supervisory care home and remain in the
16 community.

17 (e) "Defendants" mean:

18 (1) the Arizona Department of Health Services
19 (ADHS), its director and his or her successors, and
20 the Arizona State Hospital (ASH), its
21 superintendent and his or her successors, all in
22 their official capacities; and

23 (2) the Maricopa County Board of Supervisors (the
24 County) and its successors, all in their official
25 capacities.

26 (f) "Forensic patients" means individuals who are

1 committed to ASH by a court pursuant to Title 13 of the
2 Arizona Revised Statutes or Rule 11 of the Arizona Rules
3 of Criminal Procedure, as they may be amended from time
4 to time, or otherwise considered as forensic patients at
5 ASH.²

6 (g) "Judgment" means the August 1, 1986 Judgment which
7 includes the trial court's Findings of Fact, Conclusions
8 of Law, and Order in this cause dated June 24, 1985.

9 (h) "Preferences" means the individual's informed choice
10 concerning service and support options that reasonably
11 can be honored by the defendants; provided however, that
12 when persons who are living in segregated or congregated
13 settings state that they wish to remain in these
14 facilities, such statement may not reflect an informed
15 choice if they have limited experience with, or
16 understanding of, other less restrictive options. The
17 use of the term "preferences" is not intended to create
18 any additional rights of choice other than those set
19 forth in Article 2 of Title 9, Chapter 21 of the Arizona
20 Administrative Code.

21 (i) "Priority client" means classmembers currently in
22 the system, as of the date of this Stipulation or anytime
23

24 ² The parties reserve their right to argue that these
25 individuals are or are not classmembers within the terms of this
26 Stipulation. However, whether or not they are ever determined to
be classmembers, the parties agree that these individuals are
excluded from the census capacity requirement of §11.

1 thereafter, who are eligible for an extended ISP and,
2 since July 1, 1993, are or have been:

- 3 (1) a resident of the Arizona State Hospital;
- 4 (2) a resident of a supervisory care home;
- 5 (3) a resident of a twenty-four residential
6 program;
- 7 (4) an inmate in a jail who has a major biological
8 mental illness; or
- 9 (5) hospitalized for mental illness twice or more
10 in a year or a frequent recipient of crisis
11 services.

12 (j) "Special Needs Treatment Plan" means a treatment
13 plan prepared by the County for classmembers in the
14 Maricopa County Jail, as more fully described in ¶20.

15 III. ARIZONA STATE HOSPITAL

16 9. The parties recognize that there are many classmembers
17 currently residing at the Arizona State Hospital (ASH) who would be
18 discharged if additional alternative services in the community were
19 available.

20 10. In order to serve a significant portion of these
21 classmembers in the community, ADHS will make available and
22 maintain community living arrangements plus appropriate supports
23 necessary to meet the individual needs and to ensure the
24 appropriate discharge of classmembers at ASH, as set forth in ¶29.

25 For the term of this Stipulation, ADHS will ensure that the level
26 of resources which fund these community living arrangements and

1 appropriate supports will be used almost exclusively for
2 classmembers who move from ASH or supervisory care homes.

3 11. As a result of the creation of these community living
4 arrangements and appropriate supports, ADHS will reduce the
5 classmember census and bed capacity for non-forensic classmembers
6 at ASH, or any alternative or replacement non-acute inpatient
7 facility which is funded or operated by the defendants and which
8 provides the same services to classmembers as ASH does as of the
9 date of this Stipulation, to no more than fifty-five. Of the total
10 number of classmembers who will be transferred from ASH, at least
11 eighty-five classmembers will be individuals who, as of January 1,
12 1995, have had lengths of stay at ASH greater than one year. A
13 substantial portion of the cost of treatment and the operation of
14 ASH associated with this census reduction and reduced bed capacity
15 will be reallocated annually to support the maintenance of these
16 community living arrangements and appropriate supports. A formula
17 and methodology for accomplishing this reallocation will be adopted
18 by ADHS.

19 12. ADHS will seek legislative changes to allow ASH funds to
20 flow between the community and ASH in order to create a financial
21 incentive to use alternative community services.

22 **IV. SUPERVISORY CARE AND BOARD AND CARE HOMES**

23 13. The parties agree that there are at least six hundred
24 classmembers who currently reside in supervisory care homes and
25 other classmembers who live in board and care homes.

26 14. In order to serve a significant portion of these

1 classmembers, ADHS will provide three hundred community living
2 arrangements with appropriate supports necessary to meet the
3 individual needs and preferences of classmembers. This paragraph
4 will be satisfied when ADHS demonstrates that two hundred and
5 eighty-five classmembers who were discharged from supervisory care
6 homes on or after January 1, 1995 live in community living
7 arrangements with appropriate supports.

8 15. Consistent with ¶14, ADHS will provide two hundred of
9 those community living arrangements and appropriate supports to
10 classmembers who reside in supervisory care homes, which the
11 Monitor will identify within ninety days of the execution of this
12 Stipulation, and which are approved by the Court as priority homes.

13 16. Within available resources, ADHS will use its best
14 efforts to transfer all other classmembers who reside in
15 supervisory care homes to alternative settings with appropriate
16 supports, consistent with their individual needs and preferences.
17 Subject to available resources, ADHS will provide all classmembers
18 who remain in supervisory care homes with appropriate supports,
19 consistent with their individual needs and preferences.

20 17. The defendants will not transfer, recommend for transfer,
21 or assist others in transferring classmembers to any supervisory
22 care home, except in a unique situation. If a defendant proposes
23 the admission of a classmember to a supervisory care home, such
24 transfer will be reviewed by such defendant or its designee in
25 order to ensure that any proposed transfer is consistent with the
26 individual's needs and preferences. Before placing a classmember

1 in a supervisory care home and on an ongoing basis in so far as
2 possible, case managers will assist classmembers in seeking a
3 community living arrangement and appropriate supports as an
4 alternative to supervisory care and board and care homes.

5 **V. COUNTY CORRECTIONAL SERVICES**

6 18. The parties agree that there are classmembers at the
7 Maricopa County Jail (the Jail) who would benefit from a Special
8 Needs Treatment Plan, as set forth in ¶20. Furthermore, the
9 parties agree that some classmembers would benefit from diversion
10 prior to incarceration at the Jail. In addition, some
11 classmembers' incarceration may be avoided through diversion to
12 appropriate mental health services or shortened through the
13 provision of discharge planning and appropriate community mental
14 health services.

15 19. The County will utilize its best efforts to develop one
16 or more programs designed to review the appropriateness and
17 necessity for Jail admission of classmembers and to facilitate the
18 diversion of classmembers from inappropriate incarceration. The
19 County will consult with, as necessary and appropriate, all
20 relevant municipalities, law enforcement agencies and judicial
21 authorities in formulating any such program. The parties recognize
22 that the successful implementation of any such program is dependent
23 on the cooperation of law enforcement authorities, ADHS, the
24 Maricopa County ReBHA, and the availability of appropriate
25 community mental health services. The County will encourage the
26 participation of the Monitor in the program development and design

1 process of such programs and will submit any proposed draft of a
2 program to the Monitor for review and comment (but not approval)
3 prior to its adoption and implementation.

4 20. The County will provide all classmembers who are in jail
5 and in an inpatient psychiatric unit with a Special Needs Treatment
6 Plan that is consistent with the National Commission on
7 Correctional Health Care accreditation standards. The Special
8 Needs Treatment Plan shall include the following:

- 9 a. an assessment and identification of the classmember's
10 strengths, preferences, and needs;
- 11 b. an identification of the most appropriate and least
12 restrictive services, including medical and psychiatric
13 treatment services, available in the Jail that are
14 consistent with the classmember's needs;
- 15 c. treatment goals, methods to meet these goals, and
16 expected completion dates;
- 17 d. a plan for discharge, consistent with the County's
18 existing policies;
- 19 e. an identification of the person with overall
20 responsibility for ensuring that services are received
21 and monitored;
- 22 f. a place for the classmember to indicate participation
23 in plan development;
- 24 g. a statement regarding the classmember's right to
25 accept or reject the Plan; and
- 26 h. information on inmate grievance and appeal

1 procedures.

2 The County shall be deemed to be in compliance with this paragraph
3 upon achievement of the percentages set forth in paragraphs 6, 8,
4 9, 11, and 13 of Appendix C.

5 21. Unless effectively precluded by the Sheriff or his
6 policies, the County will develop the Special Needs Treatment Plan
7 in consultation with the case manager and clinical team, as
8 appropriate, and will coordinate the classmember's treatment and
9 discharge with the clinical team and case manager, unless the case
10 manager and/or the clinical team fail to participate in the
11 development or coordination of the Special Needs Treatment Plan.
12 The Plan will be consistent with the classmember's Individual
13 Service Plan, if available. The County will maintain its policies
14 and procedures in compliance with NCCHC standards which are
15 intended to ensure continuity of care and appropriate discharge for
16 classmembers from the inpatient psychiatric units of the Jail to
17 the community (to the extent practicable) or to the general
18 population of the Jail. Incidental and unintentional noncompliance
19 with this provision does not constitute noncompliance with this
20 paragraph.

21 22. The County will ensure that all classmembers on the
22 psychiatric inpatient units at the Jail receive a Special Needs
23 Treatment Plan, as set forth in §20, and are provided with
24 appropriate clinical services, consistent with their Special Needs
25 Treatment Plan absent exigent circumstances permitted by the NCCHC
26 standards. The County shall be deemed to be in compliance with

1 this paragraph upon achievement of the percentages set forth in
2 paragraphs 8, 9, 11, and 13 of Appendix C. The County will
3 implement the grievance and appeal procedure for classmembers with
4 respect to issues related to the Special Needs Treatment Plan which
5 is attached as Appendix D. During the term of this Stipulation,
6 the County will not substantially and materially modify this
7 procedure. Any proposed material changes in this procedure will be
8 submitted to the Monitor for review and comment.

9 **VI. INPATIENT SERVICES**

10 23. The parties agree that classmembers are being admitted to
11 ASH, in part as a result of the lack of a fully developed
12 comprehensive crisis network. Other classmembers may require acute
13 or long term hospitalization and may be better served in
14 alternative facilities associated with other medical providers.

15 24. ADHS will develop a crisis network through the
16 additional, annualized expenditure of four million and three
17 hundred thousand dollars (\$4,300,000). As further funds become
18 available, ADHS will keep as a major priority the development of
19 crisis services in Maricopa County which includes, but is not
20 limited to, a mobile outreach capacity with in-home respite
21 supports, crisis stabilization programs with twenty-four hour
22 crisis and respite beds, urgent care centers, a jail diversion
23 component, and affiliated acute inpatient services, in order to
24 prevent the unnecessary or inappropriate institutionalization of
25 classmembers.

26 25. It is not the intent of ADHS to use ASH for acute

1 admissions, except in rare instances where it is determined that
2 ASH is the most clinically appropriate setting for individuals who
3 had been discharged from ASH within the past ninety days. Except
4 in those rare instances where ASH is used for an acute admission,
5 acute inpatient services for classmembers (other than licensed
6 inpatient services in the Jail) shall be provided in units,
7 programs, or facilities which are: (1) high quality, (2) cost
8 effective and federally reimbursable, (3) integrated into the
9 general medical provider system which serves nondisabled citizens,
10 (4) as close to the home communities of classmembers as practical,
11 and (5) not associated with segregated state institutions.

12 26. Through the development of this crisis network and
13 consistent with Arizona law (e.g. Chapter 5, Title 36, Arizona
14 Revised Statutes), ADHS will ensure that there are no admissions or
15 readmissions of classmembers directly into ASH from community
16 mental health agencies, generic service providers, or other
17 entities, programs, or persons, except where a court orders the
18 admission despite or without review by the RHBA. Instead, except
19 as provided in ¶25, all admissions of classmembers to ASH shall
20 only be from one of the crisis network's affiliated acute inpatient
21 units.

22 27. ADHS shall take all reasonable steps to prevent
23 unnecessary admissions or unnecessary lengths of stay of
24 classmembers at ASH, including the approval of all admissions in
25 accordance with Chapter 5, Title 36, Arizona Revised Statutes and
26 Arizona Administrative Code R9-21-501 et seq., and the development

1 and implementation of professionally acceptable review procedures
2 concerning the appropriateness of the admission and the length of
3 stay.

4 28. The parties agree that, to the maximum extent possible,
5 long term inpatient services for classmembers should meet the same
6 five criteria applicable to acute inpatient services, as set forth
7 in the second sentence of ¶25. ADHS shall investigate the
8 appropriateness and feasibility of developing a smaller, long term
9 care capacity in units operated by private medical providers,
10 educational institutions, or long term care providers which serve
11 nonclassmembers. ADHS shall prepare a report to the Monitor of its
12 findings, conclusions, and the rationale therefor, as well as a
13 description of its proposed actions, if any, to develop alternative
14 long term inpatient units.

15 VII. SERVICE DEVELOPMENT

16 29. ADHS will develop, implement, fund, and maintain the cost
17 of community living arrangements and appropriate supports³
18 identified in ¶¶10, 11 and 14 above, and provide the four million
19 three hundred thousand dollars (\$4,300,000) in new funding
20 identified in ¶24 on an annualized basis for crisis intervention
21

22
23 ³ ADHS will utilize and adjust, as necessary to meet the needs
24 of classmembers, the cost projections for these services that were
25 adopted in its FY 1996 budget request filed with the Court on
26 September 28, 1994, which includes the cost of meaningful day
activity programs and/or supported employment services for each
classmember moved from either ASH or supervisory care homes. Such
cost projections will be adjusted annually to reflect any cost of
living increases which have been appropriated by the Legislature.

1 services.⁴ ADHS will continue to develop any other service
2 development initiatives identified in this Stipulation, subject to
3 available funding.

4 30. The County will develop, implement, fund, and maintain
5 the jail programs identified in, and consistent with, the
6 provisions of §§19 and 22.

7 31. ADHS will make reasonable efforts to ensure that adequate
8 supported employment and other appropriate vocational services for
9 classmembers are funded and provided through the Arizona
10 Rehabilitation Services Administration (RSA) or any other agency
11 established to utilize federal vocational funds.⁵ To the extent
12 that, despite ADHS' efforts, RSA does not fully fund adequate
13 supported employment and other vocational services on a long term
14 basis, as needed by classmembers, ADHS will use its best efforts to
15 obtain alternative funding for the continued provision of the same
16 level of needed services.

17 32. ADHS will make reasonable efforts to pursue and maintain
18 federal funds for housing support services for classmembers. To
19 the extent that, despite ADHS' efforts, housing support grants

20 _____
21 ⁴ "Annualized" means the base appropriation for ADHS/DBHS will
22 be increased one time by \$4.3 million, which shall be maintained in
ADHS/DBHS's funding base thereafter.

23 ⁵ ADHS will utilize and adjust, as necessary to meet the needs
24 of classmembers, the cost projections for these services that were
25 adopted in its FY 1996 budget request filed with the Court on
26 September 28, 1994, which includes the cost of meaningful day
activity programs and/or supported employment services for each
classmember moved from either ASH or supervisory care homes. Such
cost projections will be adjusted annually to reflect any cost of
living increases which have been appropriated by the Legislature.

1 currently funded by the United States Department of Housing and
2 Urban Development (HUD) are not maintained or continued, ADHS will
3 use its best efforts to obtain alternative funding for the
4 continued provision of the same level of needed services.

5 33. The annual budget requests of the director of ADHS to the
6 Governor during the term of this Stipulation shall be sufficient to
7 maintain the level of state funding which supports services for
8 classmembers in Maricopa County as of July 1, 1994, as well as to
9 fund the service development and other requirements of this
10 Stipulation.

11 34. The Director of ADHS shall use best efforts to ensure
12 that the Governor fully adopts the agency's budget request for
13 community services for individuals with serious mental illness in
14 the executive budget to the Legislature. The Director will, as
15 part of the Department's annual written budget request in
16 accordance with Arizona law, provide the Legislature with the
17 amount and rationale of ADHS' budget request to the Governor,
18 including why that level of funding is necessary to continue
19 existing services and to develop the new community services
20 required by this Stipulation, and will respond to legislative
21 inquiries.

22 35. For the term of this Stipulation, ADHS and the County
23 shall continue to comply with the Court's March 10, 1994 Order as
24 amended regarding their respective obligations to provide funding
25 for services to classmembers, which is attached as Appendix E. No
26 provision of this Stipulation shall be construed to modify or

1 extend the term of any IGA or otherwise effect the termination
2 provision of any IGA. Subject to the foregoing, for the term of
3 this Stipulation, ADHS and the County will comply with the
4 Intergovernmental Agreement (IGA) which is attached as Appendix E.

5 36. During the term of this Stipulation, neither services
6 which are needed by and provided to classmembers nor the level of
7 state and County funding for services provided to the class (as of
8 July 1, 1994) shall be reduced by the respective defendants in
9 order to comply with this Stipulation except as provided in ¶¶29-
10 35.

11 **VIII. QUALITY MANAGEMENT SYSTEM**

12 37. The parties agree that an appropriate quality management
13 system for classmembers must be comprised of a multiplicity of
14 processes which take into account the location and type of
15 services, including:

- 16 (a) program licensing and accreditation;
17 (b) program review and monitoring;
18 (c) accident, injury, restraint, unusual incident, and
19 death review and investigation;
20 (d) client grievance;
21 (e) client audit;
22 (f) consumer and family satisfaction;
23 (g) utilization review; and
24 (h) staff orientation and training in the following
25 areas: the legal and human rights of persons with
26 mental illness; principles of normalization and

1 least restrictive environment; identification of,
2 response to, and reporting of client abuse,
3 neglect, and exploitation; client grievance
4 procedures; development and implementation of ISPs;
5 the role, responsibility and authority of the case
6 manager and clinical team; the agency mission and
7 philosophy of community support; principles of
8 staff/client interaction designed to facilitate
9 individuals' health and growth; and client privacy
10 and confidentiality; the perspectives and values of
11 consumers of mental health services; physical
12 intervention techniques; identification of adverse
13 reactions to psychoactive medications;
14 identification of client illnesses and injury; and
15 preliminary medical emergency care and reporting
16 requirements.

17 38. ADHS will establish and implement a quality management
18 system for classmembers that includes each of these processes in a
19 form which is consistent with accepted standards of practice in the
20 professional judgment of the Deputy Director for the Division of
21 Behavioral Health Services. Within ninety days of the submission
22 by ADHS to the Monitor of the documents describing the system, the
23 Monitor shall complete her review of the proposed quality
24 management system. The Monitor may informally discuss these
25 documents with ADHS. The Monitor shall decide whether to approve
26 or reject the process and its components, taken together, based

1 upon a determination of whether the quality management system is
2 reasonable and appropriate and satisfies the requirements of this
3 Stipulation. The Monitor will issue a decision, including reasons
4 for her decision, to all parties. Any party may seek judicial
5 review of the Monitor's approval or rejection of the proposed
6 system.

7 39. The processes which address the adequacy of services
8 offered by a program must measure the provider's compliance with
9 the six regulatory categories governing: (1) human rights, (2)
10 client rights, (3) Individual Service Planning, (4) the client
11 grievance procedure, (5) residential program standards, and (6)
12 nonresidential program standards. The processes must be adequate
13 and sufficiently detailed to render a reliable judgment concerning
14 the provider's compliance with each of these regulatory categories,
15 and specifically the relevant provisions of Articles 1 (human
16 rights), 2 (client rights), and 4 (client grievance procedure), as
17 well as the provider's progress in achieving compliance. ADHS'
18 quality management system will measure and seek to achieve
19 substantial compliance with these categories and relevant
20 provisions.

21 40. The processes concerning the adequacy of services to
22 individual classmembers must be sufficient to render a reliable
23 judgment with respect to at least the following criteria:

- 24 (a) whether the classmember has an ISP;
25 (b) whether the classmember is receiving services which
26 are consistent with his/her ISP;

1 (c) whether the classmember is receiving services which
2 are adequate, appropriate and least restrictive;
3 and

4 (d) whether the classmember is receiving services in
5 the most normal and the least restrictive setting,
6 according to the least restrictive means
7 appropriate to the individual's needs.

8 ADHS' quality management system will measure and seek to achieve
9 substantial compliance with these criteria.

10 41. During the term of this Stipulation, ADHS, through its
11 programs and providers which serve classmembers, shall achieve
12 substantial compliance with the percentages set forth in Appendix
13 C. The County shall be responsible for achieving substantial
14 compliance with the percentages set forth in ¶¶6 (other than
15 eligibility determinations), 8, 9, 11, and 13 of Appendix C.

16 42. Through its quality management program at the Jail, the
17 County will determine whether each classmember on the jail
18 psychiatric unit has a Special Needs Treatment Plan, as set forth
19 in ¶20 and substantially receives the services described in that
20 Special Needs Treatment Plan. The Monitor will review and approve
21 the County's quality management program, pursuant to the same
22 process described in ¶38. If the NCCHC is willing and
23 appropriately qualified to conduct regular evaluations of the Jail
24 under the terms of this Stipulation, the NCCHC or its successor
25 shall be the oversight agency designated to evaluate -- pursuant to
26 the protocols, procedures, and standards incorporated in the

1 County's quality management program -- the County's compliance with
2 the provisions of §§20 and 22 but not §41, unless otherwise agreed
3 to by the plaintiffs and the County.

4 **IX. DISENGAGEMENT PROCESS**

5 43. Without limiting the application of §50, upon completion
6 of any individual provision of this Stipulation, a defendant may
7 file a motion requesting the Court to find that it has complied
8 with that particular provision and that a partial satisfaction of
9 the Judgment should be entered with respect to that provision. The
10 motion shall include sufficient evidence of compliance to allow the
11 Monitor to make an informed judgment concerning compliance. Within
12 thirty days of the filing of the motion, unless otherwise extended
13 by the Court, the Monitor shall make a determination of whether the
14 defendant has complied with that provision. Provided that the
15 plaintiffs do not have to seek formal discovery in order to obtain
16 the information necessary to make an informed judgment concerning
17 the defendant's compliance with the relevant provision, within ten
18 days from receipt of the Monitor's determination the plaintiffs
19 shall file any opposition to the defendant's motion or the
20 Monitor's determination that includes the factual and legal bases
21 for their opposition. If the motion and the Monitor's
22 determination is not contested, the Court shall treat the matter as
23 if it was submitted by stipulation of the parties. If the Monitor
24 determines that the defendant has not complied with the provision
25 or if the motion is contested, the Court shall hold a hearing. The
26 party challenging the Monitor's determination shall have the burden

1 of proof at the hearing. Upon the Monitor's approval of the
2 quality management system, as set forth in ¶¶38 and 42 of this
3 Stipulation, any data and findings concerning compliance with
4 numeric standards which is generated by an approved quality
5 management system is presumed to be valid, and plaintiffs shall
6 bear the burden of proof to show that such data and numeric
7 findings of that quality management system is erroneous. After the
8 hearing, the Court shall enter its findings. If the Court
9 determines that the defendant has complied with the provision of
10 this Stipulation at issue, it shall enter a partial satisfaction of
11 Judgment for, and permanently terminate its monitoring of, that
12 provision.

13 44. The defendants will communicate regularly and informally
14 with the Monitor about their efforts and progress in implementing
15 this Stipulation. During this Stipulation, the defendants will
16 meet with the Monitor and the plaintiffs every four months to
17 discuss their progress and any obstacles which they have
18 encountered.

19 45. As soon as ADHS has developed a quality management system
20 that has been approved by the Monitor, the Office of the Monitor
21 will transfer the responsibility for conducting the annual
22 community client audit, the ASH audit, and the audit of community
23 services for persons in the jail to ADHS. As soon as the County
24 has developed a quality management system that has been approved by
25 the Monitor, the Office of the Monitor will transfer the
26 responsibility for conducting the Jail audit to the County. Upon

1 the Monitor's approval of the defendants' quality management
2 systems and completion of her responsibilities with respect to
3 supervisory care homes, the annual budget of the Office of the
4 Monitor for the second year of this Stipulation shall be reduced to
5 not more than \$400,000 to reflect the decreased responsibilities
6 and costs of the Office. Unless a party files a formal request for
7 action or decision from the Monitor or the Court, the annual budget
8 of the Office of the Monitor shall be decreased by twenty-five
9 percent in the third year. Each party reserves its right to
10 request the Court to approve a different budget, consistent with
11 the Amended Order of Appointment of the Monitor, which is attached
12 as Appendix F. Any unused funds of the Office of the Monitor shall
13 revert to the defendants when the Court determines that the
14 defendants have satisfied all provisions of this Stipulation, as
15 set forth in ¶50.

16 46. Both of the defendants shall file an annual progress
17 report with the Monitor describing the status of each provision of
18 this Stipulation. To the extent that the Monitor has reason to
19 believe that further information is required, within thirty days of
20 the filing of a report the Monitor shall request that the relevant
21 defendant(s) provide such information or supplements its report
22 within a reasonable period of time. If such additional information
23 is not forthcoming or is reasonably deemed inadequate, the Monitor
24 may independently gather such additional information necessary to
25 allow her to assess either of the defendants' efforts, progress, or
26 compliance with the terms of this Stipulation. The Monitor shall

1 afford the parties an opportunity to comment upon both of the
2 defendants' reports within thirty days of the filing of the reports
3 or within fifteen days of the submission of additional information,
4 if requested.

5 47. Within thirty days of the receipt of both of the
6 defendants' reports, the parties' comments, and other relevant
7 requested information, the Monitor shall prepare and submit to the
8 parties a draft of her assessment and any findings or
9 recommendations concerning each of defendant's efforts, progress,
10 and compliance with the requirements of this Stipulation. The
11 Monitor then shall consult with the parties and file her final
12 assessment, findings, and recommendations with the Court within
13 fifteen days of her submission of the draft assessment.

14 48. Within forty-five days of receipt of the Monitor's final
15 assessment, the parties may challenge before the Court any finding
16 or recommendation prepared by the Office of the Monitor with
17 respect to the either of the defendant's compliance with this
18 Stipulation.

19 49. Either defendant may at any time prepare a final report
20 to the Monitor describing the status of each remaining provision of
21 this Stipulation. That report shall demonstrate that the defendant
22 has complied with each of the remaining provisions of this
23 Stipulation applicable to that defendant and shall certify that
24 compliance therewith is in good faith and is intended to reflect
25 that defendant's continued policy (subject to program evolution or
26 substitution of alternative programs). To the extent that the

1 Monitor has reason to believe that further information is required,
2 within thirty days the Monitor shall request that the relevant
3 defendant provides such information or supplements the report. If
4 such additional information is not forthcoming or is reasonably
5 deemed inadequate, the Monitor may independently gather such
6 additional information necessary to allow her to assess either of
7 the defendant's efforts, progress, or compliance with the terms of
8 this Stipulation. The parties shall have forty-five days after
9 submission of the defendant's final report to submit their comments
10 to the Monitor, unless additional information is requested or
11 gathered by the Monitor in which case the period for submitting
12 comments shall be extended accordingly. Within forty-five days of
13 receipt of the parties' comments, the Monitor shall review the
14 report and the comments and shall make a determination of the
15 defendant's compliance with the remaining provisions of this
16 Stipulation.

17 50. The Monitor shall submit the defendant's final report,
18 the plaintiffs' comments, and the Monitor's determination to the
19 Court. The Court will decide whether that defendant has complied
20 with each of the remaining provisions of this Stipulation which
21 apply to that defendant. The procedures set forth in ¶43
22 concerning partial satisfaction shall apply to the hearing on and
23 the determination of full compliance with this Stipulation. If the
24 Court determines that the defendant has complied with all of the
25 remaining provisions of this Stipulation, the Court shall issue an
26 order, solely as to that defendant, declaring that the defendant is

1 in compliance with this Stipulation and will enter a full and final
2 satisfaction of Judgment with respect to that defendant. If the
3 Court determines that both of the defendants have complied with all
4 remaining provisions of this Stipulation, it shall vacate all prior
5 orders (including the Amended Order of Appointment of the Monitor),
6 terminate all ongoing monitoring in this case, and enter any
7 further orders which it deems appropriate, and return oversight of
8 the mental health system in Maricopa County to the defendants.

9 51. Throughout the term of this Stipulation, there shall be
10 a Court Monitor with the authority and powers set forth in Appendix
11 F. That Appendix shall amend and replace the Court's Order of
12 Appointment of the Monitor, dated May 6, 1991. The Monitor shall
13 focus her activities on the requirements of this Stipulation which
14 have not been satisfied. It is the intention of the parties that
15 this Stipulation will not affect any rights, claims, or defenses
16 that the parties may have had prior to the signing of the
17 Stipulation with respect to the duties, activities, and
18 expenditures of the Monitor.

19 52. If an unanticipated contingency arises which
20 significantly threatens funding of services for classmembers, the
21 defendants shall notify the plaintiffs and the Monitor of the
22 contingency. Within thirty (30) days of the notice, with the
23 assistance of the Monitor, the agencies or entities involved will
24 make reasonable efforts to negotiate a resolution of the
25 contingency or alternative methods for continuing existing services
26 to classmembers. In the event that the contingency is not resolved

1 and the level of funding and services are reduced, any party may
2 request that the Court modify this Stipulation.

3 53. Any time after two years from the date of this
4 Stipulation, if the Court determines, after a hearing, that there
5 is a significant lack of progress or a pattern of noncompliance,
6 the Court may modify the Stipulation, unless otherwise agreed by
7 the parties. Except as provided in ¶56 of this Stipulation, the
8 Court shall not vacate the Stipulation unless the party seeking
9 such an order has made reasonable efforts to secure compliance with
10 this Stipulation through requests for action or orders from the
11 Monitor or the Court, as appropriate, and can demonstrate that
12 there is a pattern of significant noncompliance with respect to
13 several material paragraphs of this Stipulation. A motion to
14 vacate the Stipulation alleging significant noncompliance with
15 respect to several material paragraphs cannot be based on those
16 paragraphs which require that the defendants make their best
17 efforts to accomplish a particular objective or on ¶41. In the
18 event that this Stipulation is vacated, the relevant provisions of
19 the Implementation Plan, as determined by the Court at that time,
20 shall be reinstated.

21 54. The parties agree that defendants' obligations under this
22 Stipulation apply only to classmembers in the above entitled
23 action.

24 55. Subject to the limitations in ¶53, any party may seek a
25 modification of this Stipulation pursuant to Ariz. R. Civ. Pro. 60.
26 The Court retains the inherent authority to interpret, clarify,

1 modify, or enforce this Stipulation. The parties agree to confer
2 for at least thirty days and seek to resolve any dispute before
3 seeking an interpretation, clarification, modification, or
4 enforcement of this Stipulation.

5 56. If, upon a defendant's motion, a defendant's obligations
6 under any of the service development provisions of this Stipulation
7 (§§29-36) are vacated pursuant to §52 of this Stipulation or are
8 declared to be invalid or unenforceable, or if the defendants are
9 materially relieved from compliance with such obligations under
10 Ariz. R. Civ. Pro. 60(c)(5) or (6), then the relevant provisions of
11 the Implementation Plan, as determined by the Court at that time,
12 shall be reinstated and shall control the defendants' obligations
13 to classmembers. The parties shall attempt to renegotiate
14 compliance criteria with respect to the remaining unsatisfied
15 obligations of the Implementation Plan.

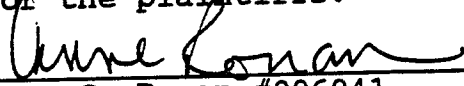
16 57. If this document is adopted unaltered by the Court, the
17 parties agree not to appeal from that order. The parties will
18 represent to the Court that this Stipulation is fair and reasonable
19 under Ariz. R. Civ. Pro. 23. The parties retain the right to
20 appeal from any order which modifies or alters this document.

21 58. The parties reserve all their rights and remedies except
22 as limited herein. The parties agree that impossibility is a
23 defense in any type of court action to enforce or compel compliance
24 with this Stipulation, the Judgment, or the Implementation Plan.
25 In the event that the Stipulation is vacated and any provision of
26 the Implementation Plan reinstated, any party may seek to modify

1 the Plan under Ariz. R. Civ. Pro. 60 based upon conditions which
2 satisfy the Rule, including any change in law which occurred since
3 the approval of the Plan in May 1991.


4 Signed this 13th day of November, 1995.

5 For the plaintiffs:

6 
7 Anne C. Ronan #006041
8 ARIZONA CENTER FOR DISABILITY LAW
9 3724 North Third Street, Suite 300
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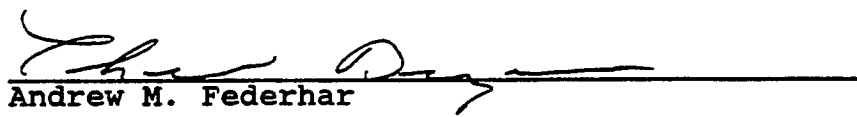
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17 (413) 584-6838

18 For the Arizona Department of Health Services
19 and the Arizona State Hospital:

20 
21 APPROVED AS TO FORM AND CONTENT
22 Thomas McClory
23 Eva K. Bacal
24 Assistant Attorney General
25 OFFICE OF THE ATTORNEY GENERAL
26 1275 West Washington
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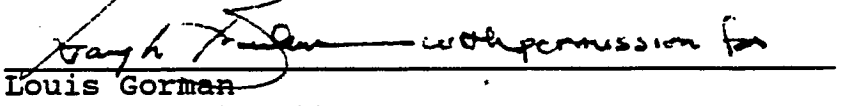
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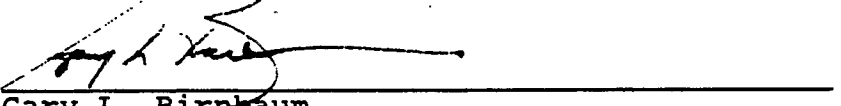


Andrew M. Federhar
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For the Maricopa County Board of Supervisors:

 with permission for

Louis Gorman
Deputy County Attorney
OFFICE OF THE MARICOPA COUNTY ATTORNEY
301 West Jefferson, 9th. Floor
Phoenix, Arizona 85003



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APPENDIX A

SUMMARY OF PROVISIONS OF THE IMPLEMENTATION PLAN WHICH HAVE BEEN SATISFIED¹

- | ¶ | <u>Description</u> |
|----------------|--|
| 8 | Class members, guardians and designated representatives may grieve violations of the terms of the Blueprint, judgment, or any other applicable law or regulation |
| 9 ² | Department of Health Services (DHS) must promulgate rules: re grievance process |
| 10 | Grievance rules must provide for adequate notice to class members of right to file grievances, grievance filing procedure, timelines, right to assistance, and right to present witnesses and other information |
| 11 | Grievance rules must provide for speedy resolution of matters aggrieved, be conducted per the Arizona Administrative Code (i.e. recorded hearing before impartial hearing officer), and include an expedited procedure |
| 12 | Grievance rules must be addressed to specially designated agency employee and provide for an investigation and a written decision appealable to hearing and subject to judicial review |
| 13 | Grievances may be brought by class members (individually or by group) or by their designated representatives |
| 14 | Grievances may be brought by any person or agency charged with investigating client rights or with delivering or monitoring mental health services |
| 15 | DHS shall summarize in its annual report all grievances appealed to the DHS director |
| 16 | DHS must promulgate rules re: rights |

¹ It is the parties' intention that the full text of these paragraphs, which are incorporated in the Implementation Plan that was approved by the Court on May 6, 1991, governs any reference to these provisions.

²Satisfaction with this paragraph is only as to DHS.

20 **Single case management agency**

23 **Contract agencies required by contract to comply with Blueprint**

30 **List of current unit cost at time plan signed**

61 **Description of case manager role, now in rules**

72 **Mechanism to credential case manager/clinical teams at ASH/Annex**

81 **Requires rules be promulgated re: eligibility and ISP**

82 **Classmembers may grieve various treatment and eligibility issues**

85 **Organic disorders in checklist**

87 **Estimate number of class members**

88 **Estimate class member within 15 days of order**

125 **Requires rules be promulgated for residential programs**

127 **DHS shall not develop any programs prohibited by ¶126 after January 1, 1991**

129 **DHS must employ housing specialist**

130 **ComCare must employ 3 housing specialists**

147 **DHS must employ 1 full-time ombudsperson**

148 **ComCare must have 3 ombudspersons**

149 **DHS must prepare clients' rights brochure**

165 **Quarterly reports on services to named plaintiffs**

166 **Number of classmembers in board and care homes**

167 **Joint evaluation of persons in supervisory care**

168 **Agree by 7/91 on instrument to evaluate person in supervisory care**

169 **DHS trained on use of supervisory care instrument**

170 DHS, monitor, expert evaluate persons in supervisory care
171 DHS compile report on evaluation of persons in supervisory care
176 Joint evaluation of long-term Arizona State Hospital (ASH) residents
177 Agree by July 1991 on instrument to evaluate long-term ASH residents
178 DHS trained on use of long-term ASH instrument
179 DHS, Monitor, and expert evaluate long-term ASH residents
180 DHS compile report on evaluation of long-term ASH residents
194 DHS ensures only one case management agency
196 DHS contracts require providers to follow ISP
198 DHS contracts require compliance with the Blueprint
199 DHS requires ComCare have annual financial audit, public
200 DHS ensure that ComCare employ clinical teams
202 DHS ensures that ComCare has Quality Assurance plan
203 ComCare Board have client and family representatives
217 Create training materials on Blueprint
229 Licensing standards for providers
232 DHS shall promulgate rules for non-residential providers
236 DHS must have adequate data system
242 Notice regarding lawsuit shall be posted

APPENDIX B

SUMMARY OF PROVISIONS OF THE IMPLEMENTATION PLAN WHICH HAVE BEEN INCORPORATED IN AGENCY REGULATIONS¹

- | <u>¶</u> | <u>Description</u> |
|----------|--|
| 6 | Definitions |
| 7 | Establishing the rights of classmembers |
| 8 | Class members, guardians and designated representatives may grieve violations of the terms of the Blueprint, Judgment, or any other applicable law or regulation |
| 10 | Grievance rules must provide for adequate notice to class members of right to file grievances, grievance filing procedure, timelines, right to assistance, and right to present witnesses and other information |
| 11 | Grievance rules must provide for speedy resolution of matters aggrieved, be conducted per the Arizona Administrative Code (i.e. recorded hearing before impartial hearing officer), and include an expedited procedure |
| 12 | Grievance rules must be addressed to specially designated agency employee and provide for an investigation and a written decision appealable to hearing and subject to judicial review |
| 13 | Grievances may be brought by class members (individually or by group) or by their designated representatives |
| 14 | Grievances may be brought by any person or agency charged with investigating client rights or with delivering or monitoring mental health services |
| 17 | Principles for developing and operating a service system |
| 35 | Each class member is entitled to receive an individualized service plan ("ISP") pursuant to Blueprint ¶¶ 36-82 |
| 36 | Defendants shall provide outreach to identify class members in the community, inpatient settings, ASH, the County Annex and the Maricopa County Jail |

¹ It is the parties' intention that the full text of these paragraphs, which are incorporated in the Implementation Plan that was approved by the Court on May 6, 1991, governs any reference to these provisions.

- 37 Class members may apply for community services without regard to their location (e.g. community, inpatient facility, jail)
- 38 Class members are assigned a case manager within 3 working days after identification of application for services. Case manager shall promptly meet with class member and determine need, eligibility and desire for services until ISP is developed
- 39 Upon application for services, class members shall be notified of Blueprint rights (e.g. designated representative, notices of meetings, participation at ISP Meetings and in development of ISP)
- 40 Class members shall be notified of eligibility for services applied for and of grievance procedure for denial of services
- 41 Clinical team shall conduct a comprehensive assessment for every class member determined eligible. Defines elements to be included in comprehensive assessment
- 42 Comprehensive assessment based on actual needs of class member and availability of services, and forms basis for ISP
- 43 Comprehensive assessment provided to class member consistent with A.R.S. §§ 36-507 and 36-517.01 (confidentiality requirements). Class member advised of right to grieve comprehensive assessment report
- 44 ISP is the principal tool through which class members' needs are identified
- 45 ISP shall be developed no later than 30 days from date of application or referral for community services
- 46 ISP notice and meeting requirements
- 47 Class members, guardians and designated representatives shall participate in development of ISP
- 48 ISP meeting agenda/content requirements
- 49 Description of ISP
- 50 ISP shall consider class member generic service and resource needs
- 51 ISP shall identify needed services, describe goals, and state short-term objectives

- 52 ISP shall place emphasis on providing services in most normal and least restrictive setting
- 53 ISP shall set forth the support and monitoring to be provided during the first two months after any change in the class member's housing or residential setting
- 54 ISP shall be based on actual needs of class member and not availability of services
- 55 If needed services not available, the clinical team shall develop an interim ISP based on available services and record unmet needs
- 56 Case managers shall forward description of unmet services needs to case management agency director and BHS assistant director for planning efforts. RBHA shall use best efforts to locate services. ADHS shall use information for service development
- 57 Case managers shall provide written copy of ISP to class members within one week of ISP meeting with personal explanation
- 58 Class members may accept or reject services set forth in ISP and grieve ISP
- 59 Class members identified as needing an alternative housing or residential setting shall be informed of such alternatives by DHS and DHS shall use its best efforts to effect a change of placement for class member
- 60 Case manager (with clinical team) is responsible for locating ISP services and monitoring their delivery
- 61 Description of case manager's role in delivery of ISP services
- 62 Case manager shall include names of providers and their performance expectations in the ISP
- 63 Case manager shall implement written service agreement with service provider containing specific provisions relative to compliance with Blueprint and ISPs
- 64 Services cannot be modified, terminated, interrupted or discontinued except upon modification of ISP
- 65 Any modification of an ISP may be grieved and services cannot be affected until grievance is completed
- 66 ISP shall be reviewed at least every six months

- 69 ASH and County Annex class members shall have a Individualized Treatment and Discharge Plan ("ITDP") incorporated in their ISP
- 70 All ASH and County Annex class members shall have a preliminary ITDP developed within three days of admission, a final ITDP within seven days, an ITDP review 30 days thereafter and then every 60 days
- 71 Case managers shall be assigned to new class members or notified of the admission of existing class members within three days of their admission to ASH or the County Annex. Describe coordination of inpatient team with case manager
- 73 Discharge plan shall be written under direction of the clinical team, with disagreements between it and the hospital staff to be mediated by DHS or County Annex
- 74 Class member shall participate in development of discharge plan
- 75 ASH or the County Annex shall provide copy of discharge plan to class member at least three days prior to date of discharge
- 76 Case manager and ASH or the County Annex shall ensure receipt by class member of housing and other services specified in discharge plan and ISP. Case manager shall meet with class member within four days of discharge. Discharged class member's ISP shall be reviewed and revised as necessary within 30 days of discharge
- 77 Discharge of class member shall not be prevented because a case manager has not been assigned
- 78 Case managers shall be responsible for arranging post-discharge community services that a class member will accept even though the class member declines other services
- 79 ASH and the County Annex shall provide free copies of necessary medical records to appropriate community providers at least three days prior to discharge
- 82 Class members may grieve various treatment and eligibility issues
- 146 Advocacy and ombudsmen services are required
- 157 Clinical teams provide primary source of support and counsel. If outside expertise is need, the class member's ISP shall reflect the need and the clinical team shall ensure it is provided

APPENDIX C

SELECTED REGULATORY STANDARDS AND DEGREES OF COMPLIANCE FOR EXIT CRITERIA

These standards are designed to assess compliance with specific Arizona regulations, as detailed herein, as set forth in Arizona Administrative Code, Title 9, Chapter 21, Articles 1-5, as they may be amended or revised from time to time. The application of these standards is intended to incorporate the specific requirements and provisions of the rules referenced below. Only ¶¶6 (other than eligibility determinations), 8, 9, 11, and 13 of this Appendix C are applicable to the County.

Subject to the terms of the Stipulation, defendants agree to the following standards and degrees of compliance. Standards which refer to "priority clients" are to be applied without regard to the availability of resources. Standards which refer to "classmembers" may consider the availability of resources in determining compliance. To the extent that the availability of resources is specifically referenced in the Stipulation on Exit Criteria as a condition for providing services, such condition will be considered for determining compliance with respect to classmembers, although not with respect to priority clients. However, nothing in this Appendix will supersede or exceed the terms of this Stipulation with respect to the development of community living arrangements for residents of ASH and supervisory care homes, even for priority clients.

For the purpose of applying this Appendix and measuring compliance with selected regulatory provisions, the total number of priority clients is assumed to be three thousand classmembers, but shall not exceed this number and may be less than this figure. At any time that the number of priority clients actually exceeds this number, priority shall be given to individuals who at that time meet the criteria (1) - (5) set forth in ¶8(i) of the Stipulation on Exit Criteria. To the extent that the number of priority clients still exceeds three thousand, further priority should be given to individuals who at that time meet criteria (1), (2), and (4). This cap shall be reviewed periodically by the parties, but shall not exceed three thousand classmembers.

I. Client Audits

Compliance in this section is measured by the percentage of clients who meet the standard.

1. Priority clients have case managers

1st year - 85 %
2nd year - 95 %

2. Except in the unusual circumstance where the person is properly assigned to the case coordination model, priority clients have clinical teams which include the client, nurse, physician, case manager, and vocational specialist unless employment has been determined by the team and the client no longer to be an issue.

1st year - 35 %
2nd year - 65 %
3rd year - 85 %

3. Within ninety days of a determination of eligibility, priority clients whose clinical needs require extended ISPs have extended ISPs, with a functional assessment and long term view.

1st year - 35 %
2nd year - 65 %
3rd year - 90 %

4. Priority clients shall have periodic reviews at least every six months.

1st year - 35 %
2nd year - 65 %
3rd year - 85 %

5. Whenever there is a substantial reduction of services, a substantial modification of a residential setting or day/vocational program, or a termination of services, classmembers' ISPs are modified with the client's consent or consistent with the ISP rules.

1st year - 30 %
2nd year - 60 %
3rd year - 80 %

6. Classmembers are informed of their right to appeal eligibility and treatment decisions.

1st year - 35 %
2nd year - 65 %
3rd year - 90 %

7. The needs of priority clients are met, consistent with their ISP.

1st year - 30 %
2nd year - 60 %
3rd year - 80 %

8. The needs of classmembers are substantially met, consistent with their ISP if one exists, their treatment plan if no ISP is available, or their Special Needs Treatment Plan for inmates of the Jail.

1st year - 30 %
2nd year - 60 %
3rd year - 80 %

9. Classmembers participate in the planning and development of their ISP if one exists, their treatment plan if no ISP is available, or their Special Needs Treatment Plan for inmates of the Jail.

1st year - 30 %
2nd year - 60 %
3rd year - 80 %

10. Classmembers in need of special assistance are offered or provided reasonable assistance by ADHS or the RHBA in the ISP and grievance processes.

1st year - 30 %
2nd year - 60 %
3rd year - 80 %

11. Classmembers charts show documentation of adequate informed consent to medication, ECT, and surgically-related procedures to address mental health conditions.

1st year - 30 %
2nd year - 60 %
3rd year - 85 %

12. Classmembers if still remaining for more than seven days in inpatient treatment settings have an ITDP by the tenth day which is derived from their ISP or from their treatment plan if one exists.

1st year - 35 %
2nd year - 65 %
3rd year - 85 %

13. Classmembers in jail psychiatric units have a Special Needs Treatment Plan as described in ¶20 of the Stipulation and which is derived from their ISP, if available.

1st year - 35 %
2nd year - 65 %
3rd year - 95 %

II. Program and System Review

Compliance in this section is measured by the percentage of employees serving classmembers in number 14, programs in number 15, reports in number 16, and grievances/appeals/requests for investigation in number 17 which meet the respective standard.

14. RHBA and provider staff serving classmembers receive adequate orientation and training.

1st year - 35 %
2nd year - 60 %
3rd year - 80 %

15. All programs funded by ADHS substantially provide services which are consistent with principles 2 (respect) and 6 (humane treatment) of AACR 9-21-103.

Twenty-four hour staffed residential treatment programs funded by ADHS, ASH and inpatient settings to the extent relevant or practical, and all day/vocational programs substantially provide services which are consistent with principles 3 (self-determination) and 10 (integration) of AACR 9-21-103. In addition, supported housing by ADHS or its designee is consistent with principle 10.

1st year - 30 %
2nd year - 60 %
3rd year - 85 %

16. ADHS or its designee shall investigate reports of abuse and neglect, shall review death reports generated by the RHBA or providers, and shall investigate deaths when required.

1st year - 30 %
2nd year - 60 %
3rd year - 85 %

17. ADHS tracks and trends grievance/appeal/requests for investigation information to determine whether appeals or grievances are resolved in a timely manner and whether recommendations or decisions are implemented.

1st year - 30 %
2nd year - 60 %
3rd year - 85 %

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